



General

All quotations, purchases, sales and deliveries of ThinCCo products and services are subject to these terms and conditions, and no other terms and conditions shall apply save when such different terms and conditions have been mutually agreed upon by both ThinCCo and Customer in writing prior to the date of the purchase.

§ 1 Quotation and Purchase

a) Any quotation and sales material shall be subject to change without notice. Any product or service literature or information such as drawings, pictures, weight and dimension data and functional specifications issued by ThinCCo shall be approximate and subject to correction without any liability on the part of ThinCCo. The customer shall not rely upon any representations as to the goods or their fitness for any particular purpose unless ThinCCo specifically agrees these in writing. ThinCCo reserves the right to make any alteration to or departure from the specifications or design of the goods ordered. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by ThinCCo shall be subject to correction without any liability on the part of ThinCCo.

b) ThinCCo may accept customer orders in writing, by fax, email, telephone, oral, or just by delivering the ordered goods to customer within 10 working days from receipt of order.

c) ThinCCo reserves the right at any time to refuse orders and cancel any incomplete orders or to suspend delivery due to circumstances outside its direct control AND due to ThinCCo's view of the customer's financial situation. All Goods are sold subject to ThinCCo's prior approval of the customer's credit terms and payment status. New customers are usually given payment terms "prepayment" or "COD".

§ 2 Delivery

All goods are delivered at the customer's sole risk. ThinCCo reserves the right to decide mode and way of delivery. All deliveries are freight and loss insured except on explicit instructions of customer to the contrary. Customer is obliged to inform ThinCCo as well as the carrier immediately upon receipt of the delivery about any damage or loss of the products delivered. The Goods may be delivered in installments. Each delivery shall constitute a separate contract.

§ 3 Delivery times

Any dates given for the delivery of the Goods are approximate and ThinCCo shall not be liable for any loss, direct or indirect, which may arise from delay in delivery of the Goods howsoever caused

§ 4 Prices

All prices are quoted on ThinCCo's website and are subject to change without notice. Separately given quotations are subject to acceptance within any period specified and to any increase, which may occur as a result of factors falling outside the control of ThinCCo such as fluctuations in foreign currency exchange, freight cost increases, etc. VAT and any other duties or taxes where applicable will be added to all invoices at the rate ruling at the date of dispatch. Credit card payments are subject to a surcharge.

§ 5 Payment

Payment shall either be made in full when ordering the Goods or the Goods shall be accepted C.O.D. unless the customer has a credit account with ThinCCo. ThinCCo may agree on credit terms with the customer at its sole discretion including payment terms and credit limits. Credit terms may be withdrawn respectively adjusted at ThinCCo's sole discretion without prior notice.

If the customer has a credit account with ThinCCo, payment shall be made on such terms as have been agreed between the parties. In the event that the invoice is not paid by the customer within those terms then ThinCCo shall be entitled (1) to charge interest on late

payments from the Invoice Date at a rate equivalent to the bank base rate plus five percent (5%) prevailing in the customer's country at the Invoice Date, (2) to refuse new orders and/ or delay delivery of existing orders until such time as the customer brings the credit limit in line with the agreed value, and (3) to cancel the credit account with the customer requesting prepayment or C.O.D. for all further deliveries. ThinCCo shall not be responsible for any damages whatsoever caused as a result of such action

§ 6 Cancellations and Returns

Orders accepted by ThinCCo may not be cancelled or re-scheduled by the customer except with the written agreement of ThinCCo. ThinCCo reserves the right to charge a 20% re-stocking administration fee for unused purchases. If the customer wishes to return any Goods purchased in error or incompatible for the intended use, ThinCCo reserves the right to refuse the returns or charge a 20% re-stocking fee in addition to an administration / replacement charge for all items found damaged or missing in the return delivery. Handling of products supplied for evaluation purposes is described in §10.

§ 7 Terms and Conditions of Warranty Services

a) Warranty Terms: All ThinCCo products are covered by a standard Two Year warranty starting with delivery from ThinCCo's warehouse. The terms of warranty are RETURN TO BASE (RTB), i.e., the customer is obliged to ship the defect products to the nearest ThinCCo Service Centre as listed in www.thinCCo.com, freight and insurance paid. ThinCCo's obligation is to repair or replace the defect unit at its complete discretion. The parts used in repair, or the unit used in case of a replacement is guaranteed to be an original ThinCCo part but may be either new or reconditioned. If neither repair nor replacement is possible, ThinCCo may replace the product by a functionally equivalent product or offer customer a refund of purchase price adjusted to the age of the defect product, at ThinCCo's sole discretion.

The warranty period may be extended free of charge to **3 years RTB** if customer **registers** the products with ThinCCo within 30 days after delivery. The three-year warranty may be extended for a further ONE or TWO years at an additional cost (**Warranty Extensions**). ThinCCo makes also available an Express Exchange / Pickup service (**Tranquility Service**) as a payable option. Both, warranty extensions and Tranquility Service may be purchased only within 90 days of original purchase.

ThinCCo offers a repair service for ThinCCo products in OUT OF WARRANTY status at a pre-determined or estimated price. The term OUT OF WARRANTY encompasses situations where original or extended warranty periods of the products have expired and/or where warranty is limited or excluded (§ 7c).

ThinCCo operates its technical support service from Monday to Friday between 9.00 and 17.00 CET except for public holidays

b) Dead on Arrival (DOA) Policy: ThinCCo treats all failures within the first SEVEN days following delivery of products and due to a material or workmanship defect as a DOA (Dead On Arrival). The repair process procedure described in § 7d must be followed. All freight and insurance cost under DOA is covered by ThinCCo. Units with issues where software performance is questioned are not treated as DOA but will be handled as a Technical Support Process (§ 7f)

c) Warranty Limitations and Exclusions: Certain products and components carry a shorter, 2 years RTB warranty term, which cannot be extended. These include keyboards, mice, USB sticks, smart card readers and other peripheral products.

There is no warranty on consumables such as batteries and similar. The warranty does also not cover malfunction or damage resulting from external causes, including accident, abuse, misuse, neglect, alteration, problems with electrical power, unauthorised servicing, usage not in accordance with the provided product instructions, acts of nature, acts of God, improper installation and those caused by



parts, components and software not supplied by ThinCCo. Accessories, parts or components that have not been purchased from ThinCCo are also not covered under this warranty. Product that is not manufactured by ThinCCo is provided on an as-is basis and will carry the original manufacturer's warranty.

d) Repair and Return Processes: Repair and Return Processes are based on RMA (Return Material Authorization) Numbers. The following procedure should always be followed for a repair / return request:

(1) Customer contacts ThinCCo with a repair request using the appropriate function at www.thincco.com, or by email or telephone. Certain details need to be supplied, (2) ThinCCo may contact customer by telephone or email for further details and/or ThinCCo may give customer instructions to analyse or resolve the problem. A qualified technical person of Customer must be available, (3) If the attempt to correct the problem fails, Customer receives a RMA number to return the defect product to a specified ThinCCo service center. When sending the product back it must be packaged in its original packaging or packaging providing equivalent support and protection against damage. The shipment must have the ThinCCo RMA number clearly visible on the packaging. Furthermore, a copy of the RMA form including problem description, model and serial number of the defect product and a copy of the delivery note or invoice of the original purchase should be included.

If the product is covered under standard warranty (RTB), customer is responsible for transportation and insurance of goods against loss or damage in transit. ThinCCo will return the repaired goods to Customer free of charge and fully insured within reasonable time, which should be no longer than 20 working days from receipt of the unit into the service center,

If **Tranquility Service** covers the product, customer receives additional information about the pickup of the goods by a carrier. Customer is obliged to hand the goods properly packaged to the carrier. In parallel, within 8 working hours ThinCCo dispatches a functionally equivalent replacement unit to the customer. The defect product becomes property of ThinCCo while the replacement product becomes property of customer. If customer does not hand over the defect product to the carrier within 5 working days after receipt of the replacement unit, the replacement unit is charged at current price list and payment becomes due immediately. All transportation costs of Tranquility Service are paid by ThinCCo.

e) Other Terms and Conditions: The warranty is limited to the country of purchase only. Repaired products will carry a warranty equivalent to the remaining warranty period if any, or a limited 90 day RTB warranty for the parts that have been repaired or replaced. A repair process is deemed successfully closed if customer does not report defects within 5 working days after receipt of the repaired unit. On replacement or repair, any parts or units that have been replaced become the sole property of ThinCCo. ThinCCo reserves the right to substitute functionally equivalent new, reconditioned or serviceably used parts.

f) Technical Support and the Customer's Responsibilities: ThinCCo provides technical support to its customers in order to identify and provide solutions to technical issues that may arise during the use of products purchased from ThinCCo. It is the customer's responsibility to ensure that he has technically skilled people within his staff to perform an initial attempt to solve the technical issue before requesting technical help from ThinCCo Technical Support. It is also the customer's responsibility to ensure that a suitably qualified technical person is available to assist ThinCCo during troubleshooting.

ThinCCo does not provide a service level agreement of any kind and is therefore not bound to any restrictions, limitations or obligations to provide technical support within any timeframe.

§ 8 Software License and Warranty Conditions

a) License: Customer may purchase products from ThinCCo, which may be bundles of hardware and software, or just software. In this

case Customer does not buy title and right to the software but is just granted a non-exclusive, non-transferable right to use the software according to the terms and conditions provided in ThinCCo's software license agreement (EULA). Title in and to all rights to all software Products, all copies and derivative works thereof, and all related documentation and materials, shall remain solely with ThinCCo or its licensors. This is also true for all updates and patches made available to customer by ThinCCo directly or via Internet download.

There are special conditions for the use of certain ThinCCo software products based on the Linux operating system. Certain portions of the software are covered by the GPL or other "free source" licenses. Rights and obligations covering these portions are also valid for the customer of the ThinCCo software concerning these specific portions. The ThinCCo software product in its entirety and in particular the software portions developed by ThinCCo do not fall under the terms and conditions of the GPL or such other free source licenses in no circumstance whatsoever.

b) Warranty: (1) ThinCCo warrants that it has the right to grant all licenses for its products (ThinCCo programs). (2) ThinCCo warrants that its programs are free from Material Errors which would prevent the performance of the principal computing functions as detailed in the specifications and that they will function and operate in accordance with their specifications. For the avoidance of doubt, ThinCCo does not warrant that the ThinCCo programs are error free. (3) ThinCCo's sole obligation with respect to any Material Error shall be to use all reasonable endeavours to correct those or at its sole discretion to provide instructions for circumvention provided that (i) customer shall notify ThinCCo of any errors discovered and shall furnish to ThinCCo supporting documentation and details in order to assist ThinCCo in the identification and detection of such errors, and (ii) the error can be reproduced on properly functioning equipment controlled by ThinCCo. (4) ThinCCo's obligation under this paragraph 8 shall be subject to the following exclusions: (i) the improper use, operation or neglect of the ThinCCo product; (ii) the use of the ThinCCo product on or in connection with products not delivered by ThinCCo and causing or contributing to the material error; (iii) the failure by customer to implement recommendations in respect of or solutions to faults previously advised by ThinCCo; (iv) any repair, adjustment, alteration or modification of ThinCCo programs by any person other than ThinCCo's authorized personal; (v) customer's failure to install any upgrade, update or patch of the ThinCCo programs in substitution of previous releases within 30 days after release of such, (vi) the use of the ThinCCo programs for a purpose which they were not designed for.

c) Except for the express warranties made by ThinCCo pursuant to this section 8, customer acknowledges and agrees that ThinCCo has not made and does not make any further warranties, express or implied, including but not limited to any warranties that the ThinCCo programs will function error-free or without interruption. These and all other warranties including satisfactory quality and fitness for a particular purpose are expressly disclaimed by ThinCCo.

§ 9 Retention of Title and Risk

The risk in the goods shall pass to the Customer on dispatch of the Goods. At that moment, the customer shall become responsible for the care and protection of the goods and shall take out at its own expense adequate and comprehensive all risks cover on the goods (with a note of ThinCCo's interest endorsed therein until ThinCCo has received payment of the price in full).

Notwithstanding delivery and the passing of risk in the goods, title in the goods (including full legal and beneficial ownership) shall not pass to the customer until ThinCCo has received (in cash or cleared funds) payment in full for all Goods supplied by ThinCCo to the customer under all contracts between them. Payment of the full price for the Goods shall include the amount of any interest or other sums payable under contracts between ThinCCo and the Customer.



Until such time as the property in the goods passes to the customer, the customer shall hold the goods as ThinCCo's fiduciary agent and bailee, and shall keep the goods separate from those of the customer and third parties and properly stored, protected and insured and identified as ThinCCo's property. Until that time the customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to ThinCCo for the proceeds of the sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the property in the goods passes to the customer (and provided the goods are still in existence and have not been resold) ThinCCo shall be entitled at any time to require the customer to deliver up the Goods to ThinCCo and, if the customer fails to do so forthwith, to enter upon any premises or vehicles of the customer or any third party where the goods are stored and repossess the goods. All additional costs incurred by these actions shall be borne by the customer.

The customer shall not be entitled to pledge or in any way charge by way of security for indebtedness any of the goods, which remain the property of ThinCCo.

§ 10 Products for Evaluation

ThinCCo may offer certain products for evaluation purposes to interested customers. To obtain such a product, customer needs to place a purchase order under the terms and conditions of this agreement. Customer is granted a 30 days return guarantee for such evaluation products against full recovery of the purchase price. If the customer wants to return the product:

(1) he needs to follow the return procedure described in §7d. The products must be returned in original packaging complete with all cables, manuals, and other material, clean and in good working order, freight cost and insurance covered. (2) he agrees to immediately cease all use of the evaluation products and to promptly delete all evaluation product software from his computers and destroy any archive copies in his possession.

ThinCCo then issues a credit note to the customer for the original invoice amount less cost for transport and insurance and possibly, charges for handling of shortcomings of the returned products. If customer has prepaid the goods, the amount to be credited is returned to customer within 5 working days after receiving product back in ThinCCo's warehouse.

§ 11 Nondisclosure

In the course of business between Customer and ThinCCo certain information, including Confidential Information of one party may become known to the other party. Each party considers all of its Confidential Information to be confidential and proprietary. All of the disclosing party's Confidential Information shall at all times, and throughout the world, remain the property of the disclosing party, exclusively, and all applicable rights in patents, copyrights and trade secrets shall remain in the disclosing party, exclusively. The receiving party shall not directly or indirectly use any portion of the disclosing party's Confidential Information for any purpose, except for the purpose of business between the parties.

§ 12 Export

Customer shall not export, re-export or trans-ship the Products, except as shall be permitted by the terms of any export and import licenses and the laws and regulations in effect from time to time in the United States or any other foreign country agency or authority.

§ 13 Limitation of Liability

ThinCCo shall not be liable for any increased costs, expenses, loss of profits, goodwill, business, contracts, revenues or anticipated savings or any type of incidental, special, indirect, consequential,

direct or punitive damages or expenses (including loss or damage suffered by the customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or ThinCCo had been advised of the possibility of the customer incurring the same. In any event, ThinCCo's entire liability under any contract shall be limited to damages of an amount equal to the price of the goods. ThinCCo does not attempt to limit liability for personal injury or death caused by its negligence or the negligence of its employees or agents.

All warranties, conditions, representations or other terms implied by statute or common law are excluded to the fullest extent permitted by law. To the extent the law does not permit the liabilities concerned to be excluded and save as otherwise expressly provided, ThinCCo's entire aggregate liability for all claims shall be limited to damages of an amount equal to the price of the Goods.

§ 14 General and Conclusions

(1) ThinCCo shall in any event not be liable for loss or damage and be entitled to cancel or rescind the contract if the performance of its obligations under the contract is in any way adversely affected by any cause whatsoever beyond the ThinCCo's control including (but not limited to) the delays or default of any sub-contractor, war, strike, lock-out, trade disputes, flood, accident to plant or machinery, shortage of materials or labour.

(2) ThinCCo may assign its rights and obligations. The customer may not assign its rights and obligations.

(3) No delay or failure by ThinCCo in enforcing any provision of the Contract shall constitute a waiver of that provision or any other provision. No waiver by ThinCCo of any breach of the Contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision. No waiver by ThinCCo shall be effective unless in writing.

(4) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

(5) These Conditions and ThinCCo's acceptance of customer's order constitute the entire agreement between ThinCCo and the customer concerning the supply of the Goods and replace and supersede any prior arrangement, understanding, warranty or representation (other than any fraudulent misrepresentation).

(6) This Contract is governed by Swiss Law and any dispute arising hereunder shall be settled exclusively with the Swiss Courts. Place of jurisdiction is Zug.

ThinCCo for the purposes of these Terms and Conditions is ThinCCo AG, a Swiss company located at Unterbachstrasse 24, CH-6318 Walchwil, Switzerland and its subsidiaries

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